

Michael C. Bynane
Assistant General Attorney

8-205A023 RECEIVED
No. 8-205A023
Date JUL 24 1978 JUL 24 12 31 PM '78
Fee \$10
I.C.C.
FILE OPERATION BR.
RECORDATION NO. 9461-A
ICC Washington, D. C.

 Chessie System

Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 623 2472

REGISTERED MAIL
Return Receipt Requested

JUL 24 1978 - 12 PM
INTERSTATE COMMERCE COMMISSION July 19, 1978

Mr. H. G. Homme, Jr., Acting Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, D.C. 20423

RE: Baltimore and Ohio Railroad
Equipment Trust of 1978

Dear Mr. Homme:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations, I enclose for recording counterparts Nos. 1 through 10 of a Supplemental Agreement, dated as of June 21, 1978, to an Equipment Trust Agreement, dated as of June 1, 1978, between Mercantile-Safe Deposit and Trust Company, Trustee, and The Baltimore and Ohio Railroad Company, establishing the above-referenced Equipment Trust.

The names and addresses of the parties to the transaction are:

Trustee-Lessor: Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

Lessee: The Baltimore and Ohio Railroad Company
2 North Charles Street
Baltimore, Maryland 21201

The equipment covered by the enclosed document consists of 577 100-ton open top hopper cars to bear Lessee's road numbers 186320 to 186896, inclusive, AAR mechanical designation HT.

The Commission previously recorded the above-mentioned Equipment Trust Agreement on June 27, 1978, at 3:20 P.M., under Recordation No. 9461.



The Chessie System railroads are the C&O, B&O, WM and affiliated lines. Chessie System, Inc. is the parent for the railroads, Chessie Resources, Inc., Western Pocahontas Corp. and The Greenbrier.

Mr. H. G. Homme, Jr., Acting Secretary

Page 2

July 19, 1978

I also enclose a draft for \$10 representing the recordation fee.

Please return 8 recorded counterparts to the undersigned retaining two counterparts for the Commission's files.

Yours very truly,

A handwritten signature in cursive script, appearing to read "Michael C. Bynane".

Michael C. Bynane

MCB:eb
Encl.

Interstate Commerce Commission
Washington, D.C. 20423

7/24/78

OFFICE OF THE SECRETARY

Michael C. Bynane
Asst. Gen. Atty.
Chessie System
Terminal Tower
P.O.Box 6419
Cleveland, Ohio 44101

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 7/24/78 at 12:35pm,
and assigned recordation number(s) 9461-A

Sincerely yours,

H. G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

EXECUTED IN 10 COUNTERPARTS

OF WHICH THIS IS NO. 1

RECORDATION NO. 9461-A Filed & Recorded

JUL 24 1978 - 12 25 PM

INTERNATIONAL COMMERCE COMMISSION

BALTIMORE AND OHIO RAILROAD
EQUIPMENT TRUST OF 1978

SUPPLEMENTAL AGREEMENT

Dated as of June 21, 1978

To

EQUIPMENT TRUST AGREEMENT

Dated as of June 1, 1978

Between

Mercantile-Safe Deposit and Trust Company, Trustee

and

The Baltimore and Ohio Railroad Company

SUPPLEMENTAL AGREEMENT, dated as of June 21, 1978, between
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland corporation, as
Trustee (hereinafter called the "Trustee"), and THE BALTIMORE AND OHIO
RAILROAD COMPANY, a Maryland corporation (hereinafter called the "Company"):

WHEREAS, the Trustee and the Company entered into a certain
Equipment Trust Agreement (hereinafter called the "Trust"), dated as of
June 1, 1978, constituting Baltimore and Ohio Railroad Equipment Trust
of 1978, providing for the execution and delivery from time to time of
an aggregate principal amount not exceeding \$24,000,000 of Serial Equip-
ment Trust Certificates (hereinafter called "Trust Certificates") and
under which the Trustee leased to the Company the railroad equipment
therein described or referred to (hereinafter called the "Trust Equipment");
and

WHEREAS, on June 20, 1978, the Trustee issued and delivered
\$12,000,000 aggregate principal amount of Trust Certificates as a first
installment under the Trust; and

WHEREAS, pursuant to Section 3.4 of the Trust, the Company
desires to prohibit the execution and delivery of the remaining
\$12,000,000 aggregate principal amount of Trust Certificates and to
exclude certain Trust Equipment from the Trust;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

FIRST: The aggregate principal amount of Trust Certificates
executed and delivered pursuant to the Trust shall not exceed \$12,000,000.

SECOND: The trust is hereby amended to exclude therefrom 577
100-ton open top hopper cars to have been manufactured by The Chessie
Corporation and to have borne the Company's road numbers 186897 to
187473, inclusive.

THIRD: The Trust is hereby amended by changing the description of the Trust Equipment in Section 3.1 of the Trust, so that such description shall read as follows:

<u>Number of Units</u>	<u>Description</u>	<u>Total Estimated Cost</u>
577	100-ton open top hopper cars, to be manufactured by The Chessie Corporation, and to bear the Company's road numbers 186320 to 186896, inclusive, at an estimated unit cost of \$26,009.32.....	\$15,007,377.64

FOURTH: It is understood that the Estimated Cost of the Trust Equipment remaining subject to the Trust is at least 125% of the \$12,000,000 principal amount of Trust Certificates heretofore issued under the Trust.

FIFTH: All references to the Trust in the Trust shall be deemed to mean the Trust as amended by this Supplemental Agreement.


SIXTH: In order to facilitate the filing and recording of this Supplemental Agreement, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall for all purposes be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto, pursuant to due corporate authority, have caused these presents to be signed in their

respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
As Trustee

(Corporate Seal)

By 
Assistant Vice-President

ATTEST:

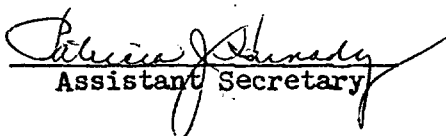

Authorized Officer

THE BALTIMORE AND OHIO RAILROAD COMPANY

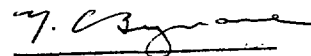
(Corporate Seal)

By 
Assistant Vice-President and Treasurer

ATTEST:


Assistant Secretary

APPROVED AS TO FORM


ASSISTANT GENERAL ATTORNEY

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

On this *12th* day of *July*, 1978, before me personally appeared **G. J. Johnston**, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice-President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Patricia A. Thilow

My commission expires July 1, 1982

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

On this *29th* day of *June*, 1978, before me personally appeared **L. C. Roig, Jr.**, to me personally known, who, being by me duly sworn, says that he is Assistant Vice-President and Treasurer of THE BALTIMORE AND OHIO RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Michael C. Byname

MICHAEL C. BYNAME, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.